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VENTURA SUPERIOR COURT

OCT 08 2020

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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF VENTURA

11 SAM BRIGHT,

12 Plaintiff,

13 v.

14 CVS RX SERVICES, INC., CVS HEALTH  
15 SOLUTIONS, LLC,  
16 Defendants.

CASE NO.

UNLIMITED JURISDICTION

COMPLAINT

Labor Code §§ 201, 203, 218.5, 218.6

By FAX

17 PLAINTIFF SAM BRIGHT, by his attorneys CHURCH STATE COUNCIL, hereby submits  
18 his Complaint, alleging:

- 19 1. Plaintiff is and was, at all times relevant hereto, a resident of the State of California, County of  
20 Ventura and is employed by Defendant at its place of business in Ventura County.
- 21 2. Defendant CVS RX SERVICES, INC. and/or CVS Health Solutions, LLC is Plaintiff's  
22 employer, registered and conducting business in the State of California, and subject to suit in this state.
- 23 3. The actions complained of herein took place in Ventura County, in connection with Plaintiff's  
24 employment by defendants.
- 25 4. Jurisdiction and venue are proper in that the defendant is a foreign corporation registered to do  
26 business in the state of California, and the place of employment is in Ventura County.
- 27 5. On or about April 21, 2020, Plaintiff submitted a request to take paid parental baby bonding  
28 leave upon the birth of a child, pursuant to Defendant's leave policy.

1 6. Plaintiff's leave request was approved by the employer, and Plaintiff took the leave, according  
2 to company records, from April 21, 2020, until May 18, 2020.

3 7. Plaintiff returned to work on May 19, 2020.

4 8. According to company policy, Plaintiff was entitled to receive 60% of his wages paid by the  
5 employer during his paid parental baby bonding leave time.

6 9. Despite repeated requests by Plaintiff for Defendant to pay him for the period from April 21,  
7 2020 to May 18, 2020, Defendant has failed to do so. Plaintiff records he made such requests on or  
8 about May 15, May 29, June 24 and July 22.

9 10. Subsequently, Plaintiff retained counsel to send demand letters, which were sent on or about  
10 August 10 and August 12.

11 11. Defendant offered excuses but neither payment nor a promise to pay has been received.

12 12. Plaintiff's claims for unpaid wages, statutory waiting time penalties, interest, costs and  
13 attorney's fees exceed \$25,000.

14 **FIRST CAUSE OF ACTION**

15 **Violation of Labor Code §§ 201, 203, 218.5, 218.6**

16 13. Plaintiff incorporates by reference the allegations contained in paragraphs one (1) through twelve  
17 (12) above, as though repeated and set forth in full herein.

18 14. California Labor Code § 201 provides waiting time penalties in the amount of a day's wage for  
19 each day payment is late.

20 15. Since Defendant is more than thirty (30) days late, Defendant is liable to pay Plaintiff the wages he  
21 is due, together with waiting time penalties for thirty days (30) days.

22 16. Plaintiff Bright is paid at the hourly rate of \$75.08 for working forty (40) hours per week.

23 17. During the month Plaintiff Bright took paid parental baby bonding leave, he was entitled to be  
24 paid for one hundred sixty hours (160) hours of work at 60% of his hourly wage of \$75.08 or \$45.05  
25 per hour.

1 18. Thus, Defendant was, and remains obligated to pay Plaintiff \$7,207.68 in wages for the  
2 designated period.

3 19. The waiting time penalty attributable to Defendant's failure to pay said wages is calculated as  
4 follows: the daily wage was \$45.05 hourly times eight (8) hours, for a total of \$360.40 for each of the  
5 thirty (30) days that Defendant was late in making payment.

6 20. Thus, Defendant is obligated to pay Plaintiff waiting time penalties in the amount of \$360.40  
7 per day for a total of ten thousand eight hundred twelve dollars and no cents (\$10,812).

8 21. Pursuant to Labor Code § 218.6 Defendant is also obligated to pay statutory interest on the  
9 unpaid wages from the date due. This amount is believed to be no less than \$360.38.

10 22. Pursuant to Labor Code 218.5, Defendant is obligated to pay Plaintiff his attorneys fees.  
11 Plaintiff's counsel, Alan Reinach, is an experienced employment attorney whose lodestar rate is \$750  
12 per hour.

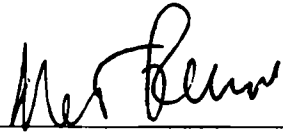
13 **WHEREFORE**, Plaintiff prays judgment against Defendant as follows:

- 14 1. Order Defendant to pay Plaintiff
- 15 a. statutory wages in the amount of \$7,207.68;
- 16 b. waiting time penalties in the amount of \$10,812.00;
- 17 c. interest in the amount of at least \$360.40, and accruing at the rate of 10% per
- 18 annum;
- 19 d. attorney's fees at the rate of \$750 per hour, which are expected to exceed \$12,500;
- 20 e. costs and expenses of suit herein; and
- 21 2. For injunctive relief to order Defendant not to engage in with holding of wages payable
- 22 to those taking parental baby bonding leave in the future; and to require Defendant to
- 23 provide training to its human resources and payroll staff with respect to prompt payment
- 24 of wages due; and

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3. For such other and further relief as the court deems just and proper.

Dated: October 7, 2020  
Westlake Village, California.

  
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ALAN J. REINACH,  
Attorney for Plaintiff, SAM BRIGHT